

Type of Document: Assignment and Assumption of Ground Lease

✓ **Return To:** Fidelity National Title, 7130 Glen Forest Dr, Ste 300 Richmond VA 23226

Dated: 09/13/2012

Prepared By: Millie Shearer
GTP Structures V, LLC
750 Park of Commerce Blvd
Boca Raton, FL 33487
(561)886-3943

Grantor address: Tower Ventures V, LLC
4091 Viscount
Memphis, TN 38118

Grantee address: GTP Structures V, LLC
750 Park of Commerce Blvd
Boca Raton, FL 33487
561-886-3943

Reference Book\Page: b\\p 122-150

Legal Description : Page 6

GTP Site ID: US-MS-5149

Site ID: MS-17027

Site Name: Hwy 302/Center Hill Rd.

Prepared by:~~When Recorded Return To:~~GTP Structures V, LLC
750 Park of Commerce Blvd. Suite 300
Boca Raton, FL 33487*13495796*ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE (this "Assignment") is entered into as of September 13, 2012 (the "Effective Date"), by and between **TOWER VENTURES V, LLC**, a Delaware limited liability company ("Assignor") and **GTP STRUCTURES V, LLC**, a Delaware limited liability company ("Assignee")

WITNESSETH

WHEREAS, the Membership Interest Purchase Agreement dated December 12, 2011 (the "Purchase Agreement"), by and between TV6 Holdings, LLC and Global Tower Properties, LLC provides for the assignment of certain assets including, without limitation, all leases, licenses and other agreements regarding certain real property and real property interests more particularly described in the Purchase Agreement; and

WHEREAS, Assignor holds certain assets to be assigned under the Purchase Agreement; and

WHEREAS, Assignor wished to assign all of its rights, title and interest in, to and under the real property lease, license, easement or other agreement, described on Exhibit A, attached hereto and made a part hereof (the "Lease") to Assignee in accordance with the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and in the Purchase Agreement, Assignee and Assignor, intending to be legally bound, agree as follows:

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1. **Assignment of Lease.** Pursuant to and subject to the terms and conditions of the Purchase Agreement, Assignor hereby assigns to Assignee all of Assignor's right, title and interest in, to and under the Lease. Together with, but if and only if to the extent Assignor has any rights: (a) such rights of way and easement on, over, under, across and through adjoining lands, extending from the premises to the nearest convenient public road and of standard vehicle width, or other width as specified in the Lease as shall be necessary for ingress or egress to and from the premises; and (b) such other rights of way and/or easements, if applicable to run guy wires to such points on adjoining lands to properly support towers and install anchors to secure such guy wires.

2. **Acceptance and Assumption of Lease.** Assignee hereby accepts the assignment of the Lease and expressly assumes and covenants in favor of Assignor and the lessor, licensor, grantor or landlord under the Lease to discharge and perform, as and when due, all obligation of Assignor under the Lease accruing, arising out of, or relating to events or occurrences from and after the Effective Date.

3. **Counterparts; Facsimile Signatures.** This Assignment may be executed in counterparts, each of which shall be deemed to be an original, but which together shall constitute one and the same instrument. Facsimile signatures on this Agreement shall be deemed to be original signatures.

4. **Further Assurances.** Assignor and Assignee agree that, from time to time, each of them will execute and deliver such further instruments of conveyance and transfer and take such other actions as may be reasonably necessary to carry out the purposes and intent of this Assignment and the transactions contemplated hereby.

5. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to choice of law principles.

[Signature Pages Immediately Following]

[Assignor Signature Page to Assignment and Assumption of Ground Lease]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment to be effective as of the date first written.

Witness:

Signed and attested to
in the presence of:

ASSIGNOR:

Tower Ventures V, LLC, a Delaware
limited liability company

Shayna Gies
Print Name: Shayna Gies
Mary Lenoir
Print Name: Mary Lenoir

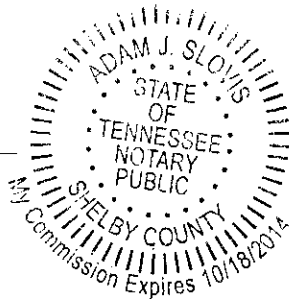
By: [Signature]
Its: President

STATE OF TENNESSEE)
)
COUNTY OF SHELBY)

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared William Orgel, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of Tower Ventures V, LLC, a limited liability company, and that he executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as such officer.

Witness my hand, at office, this 13 day of September, 2012.

My Commission Expires:



[Signature]
Notary Public

[Assignee Signature Page to Assignment and Assumption of Ground Lease]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment to be effective as of the date first written.

Witness:

Signed and attested to
in the presence of:

Renee Winslow

Print Name: Renee Winslow

Milagros D. Shearer

Print Name: Milagros D. Shearer

ASSIGNEE:

GTP STRUCTURES V, LLC, a
Delaware limited liability company

By: Marc C. Ganzl

Its: Chief Executive Officer

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 13th day of September, 2012, by
Marc C. Ganzl, as CEO of GTP STRUCTURES V, LLC, a limited liability company.
He is personally known to me or has produced _____ as identification.

Anushka Fromer

Printed Name: Anushka Fromer

Notary Public

My Commission expires: 9.11.15

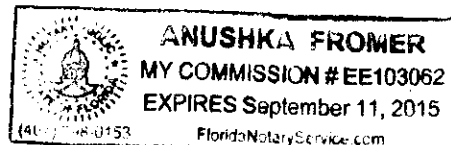


EXHIBIT A

GROUND

Site ID: MS-17027

Site Name: Hwy 302/Center Hill Rd.

Landlord Name: Sam Dodson and Mary L. Dodson

Tenant Name: Tower Ventures V, LLC

Lease Exe Date: May 18, 2007

Recording Information for Lease:

Memorandum of Lease Recorded 9/25/07
Book / Page 122 - 150
SEE EXHIBIT A-1

Ground Lease Description:

EXHIBIT A-1
Legal Description

A Leasehold Estate, said leasehold being a portion of the following described parent parcel:

The property lying and being situated in DeSoto County, Mississippi, described as follows, to-wit:

Lot No. 12 being described as BEGINNING at a point, said point being the southwest corner of Section 28, Township 1, Range 5 West, DeSoto County; thence north along the west line of said Section 28 a distance of 279.6 feet to a point; which point is the south west corner of Lot No. 11; thence east along the south line of Lot No. 11 a distance of 1179.9 feet to a point in the west line of Lot 5, which point is the southeast corner of Lot No. 11; thence south along the west line of Lot No. 5 a distance of 279.6 feet to a point in the south line of said Section 28; thence west along the south line of said Section 28 a distance of 1179.9 feet to the point of beginning.

LESS AND EXCEPT:

2.00 acres situated in Section 28, Township 1 South, Range 5 West, being a part of Lot 12 of the Division of the William Crutcher property and being described as beginning at the southwest corner of Section 28, Township 1 South, Range 5 West, in DeSoto County, Mississippi; thence North 0 degrees 40 minutes 25.9 seconds West along the west line of said Section 40.0 feet to the point of beginning of the herein described property; thence North 88 degrees 47 minutes 51.4 seconds East along the north line of Goodman Road 363.64 feet to a point; thence North 0 degrees 40 minutes 25.9 seconds West 239.60 feet to the south line of Lot 11 of said division of the Crutcher Estate; thence South 88 degrees 47 minutes 51.4 seconds West along said line 363.64 feet to a point in the west line of Section 28; thence South 0 degrees 40 minutes 25.9 seconds East along said line 239.60 feet to the point of beginning, containing 87,128,144 square feet or 2.00 acres. Being the same property conveyed to Dorothy Lee Dodson by Deed of Gift recorded in Deed Book No. 129, at Page 783, and corrected at Deed Book No. 132, at Page 103.

AND FURTHER LESS AND EXCEPT:

Two acres, more or less, in the Southwest Quarter of Section 28, Township 1 South, Range 5 West, DeSoto County, Mississippi, being more particularly described as commencing at the southwest corner of Section 28, Township 1 South, Range 5 West, thence east along the south line of said Section 1179.8 feet to a point, said point being the southeast corner of the Janie L. Williams, et vir, lot and being referred to as Lot 12, thence from point of beginning run North 279.6 feet to a point, said point being the northeast corner of the Janie Lee Williams Lot 12; thence West 310 feet to a point; thence South 279.6 feet to a point on the right of way of Mt. Pleasant Road; thence east parallel

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with Mt. Pleasant Road 310 feet to the point of beginning, containing two acres, more or less. Being the same property conveyed to Mae Lean Dodson by Deed of Gift recorded in Deed Book No. 85, at Page 129, and corrected at Deed Book No. 319, at Page 318.

AND BEING the same property conveyed to Sam Dodson from Janie Lee Williams by Correction Deed of Gift dated November 17, 1990 and recorded July 02, 2007 in Deed Book 562, Page 509.

Tax Parcel No. 1-05-8-28-00-0-00025-00

Said Leasehold Estate being more particularly described by the following description:

LEASE PARCEL:

Description of Proposed Lease Parcel across part of the Sam Dodson property recorded in Book 562, Page 509 being located in the Southwest Quarter of Section 28, Township 1 South, Range 5 West, in Desoto County, Mississippi:

Commencing at a found 1" iron pipe at the intersection of the east line of the Dorothy Lee Dodson property recorded in Book 132, Page 103 and the south line of the Louis E. Dodson property recorded in Book 94, Page 255; thence South 10 degrees 14 minutes 40 seconds West with the east line of said property recorded in Book 132, Page 103, 71.84 feet to a point; thence South 79 degrees 45 minutes 20 seconds East across the Sam Dodson property recorded in Book 562, Page 509, 53.43 feet to a set 1/2" rebar with plastic cap and the Point of Beginning; thence across said property recorded in Book 562, Page 509 the following calls: South 80 degrees 16 minutes 39 seconds East, 75.00 feet to a set 1/2" rebar with plastic cap; South 09 degrees 43 minutes 21 seconds West, 55.00 feet to a set 1/2" rebar with plastic cap; North 80 degrees 16 minutes 39 seconds West, 75.00 feet to a set PK nail; North 09 degrees 43 minutes 21 seconds East, 55.00 feet to the point of beginning and containing 4,125 square feet of land.

Subject to and together with 30' WIDE INGRESS-EGRESS EASEMENT AND A PROPOSED 30' WIDE UTILITY EASEMENT:

Description of a Proposed 30' Wide Ingress-Egress Easement and a Proposed 30' Wide Utility Easement across part of the Sam Dodson property recorded in Book 562, Page 509 being located in the Southwest Quarter of Section 28, Township 1 South, Range 5 West, in Desoto County, Mississippi:

Beginning at set 1/2" rebar with plastic cap and being the southeast corner of the above described Proposed Lease Parcel; thence across the Sam Dodson property recorded in Book 562, Page 509 the following calls: South 10 degrees 08 minutes 28 seconds West, 26.44 feet; North 79 degrees 51 minutes 32 seconds West, 84.27 feet; South 10 degrees 08 minutes 28 seconds West, 29.50 feet; South 26 degrees 32 minutes 19 seconds East, 28.56 feet; South 44 degrees 56 minutes 58 seconds East, 58.69 feet to a point in the north line of Goodman Road (State Highway No. 302); thence North 80 degrees 16

minutes 39 seconds West with the north line of said Goodman Road 51.88 feet; thence northwardly and westwardly across said property recorded in Book 562, Page 509 the following calls: North 44 degrees 56 minutes 58 seconds West, 21.22 feet; North 26 degrees 32 minutes 19 seconds West, 43.36 feet; North 10 degrees 08 minutes 28 seconds East, 69.44 feet; South 79 degrees 51 minutes 32 seconds East, 39.25 feet to a point in the west line of a Proposed Lease Parcel; thence South 09 degrees 43 minutes 21 seconds West with west line of said Proposed Lease Parcel 4.11 feet to a set PK nail; thence South 80 degrees 16 minutes 39 seconds East with the south line of said Proposed Leased Parcel 75.00 feet to the point of beginning and containing 6,450 square feet of land.